

SMITH, CURRIE & HANCOCK LLP

ATTORNEYS AT LAW

A LIMITED LIABILITY PARTNERSHIP (DELAWARE PROFESSIONAL CORPORATION)

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Reply To:
Karl Dix, Jr.
2700 Marquis One Tower
245 Peachtree Center Avenue, NE
Atlanta, Georgia 30303-1227

Direct Dial: (404) 582-8038
kdix@smithcurrie.com

December 29, 2011

Via Email: jkl@cclblaw.com

John K. Larkins, Jr., Esq.
Chilivis, Cochran, Larkins & Bever LLP
3127 Maple Drive, N.E.
Atlanta, GA 30305

RE: Davis Contracting/Persons Service Co.

Dear Mr. Larkins:

Thank you for your correspondence on this matter. Attached is an invoice that Persons Service Company, LLC ("Persons") has received from Byrd claiming amounts for unpaid equipment and labor charges for Davis Contracting's work. Paragraph 1.B of Davis' contract provides that Davis will furnish the equipment and labor for its work. Paragraph 3.C of Davis' contract provides that Davis will provide a proper application for payment and any lien waivers and releases. Paragraph 6 of the agreement provides that Davis will "be responsible for and save PERSONS ... harmless from all liens and expenses as a result of ... claims of lien". Finally, Paragraph 7.C provides as follows:

Further, DCC agrees that should any of its subcontractors, suppliers, or vendors, at any tier level, assert a claim against the Project, CONTRACTOR or PERSONS, then DCC will defend, indemnify and save harmless PERSONS and CONTRACTOR from any such claims, including but not limited to bonding off any liens.

Persons hereby demands Davis to bond off this claim as a condition precedent to payment. Alternatively, Persons will escrow this amount to be paid according to the direction of Byrd Brothers Emergency Services, LLC and Davis or as an arbitrator may so determine. If you have any other ideas to resolve this matter and resolve Byrd's claim, please let me know. My client has also specifically requested that you provide a copy of this letter to Mr. Charles Wood so he knows that Persons is addressing this matter and desires to achieve an amicable resolution. Thank you for your consideration in this matter and I look forward to discussing it with you.

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John K. Larkins, Jr., Esq.
December 29, 2011
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Sincerely,

SMITH, CURRIE & HANCOCK LLP

A handwritten signature in dark ink, appearing to be 'KD', is written over the firm name.

Karl Dix, Jr.
Attorneys for Persons Service Company, LLC

KD/alq
Enclosure

cc: Mr. Buddy Persons

Byrd Brothers Emergency Services, LLC

5164 Lamm Rd.
Wilson, NC 27893
USA

Voice: 252-293-4488
Fax: 252-293-4490

INVOICE

Invoice Number: ND1222-01
Invoice Date: Dec 22, 2011
Page: 1

Duplicate

Bill To:
Person's Service Company, Inc. 4474 Halls Mill Road Mobile, AL 36693 USA

Ship to:
Person's Service Company, Inc. 4474 Halls Mill Road Mobile, AL 36693 USA

Customer ID	Customer PO	Payment Terms	
Person's Service Com	Minot Temp Housing	Net 10 Days	
Sales Rep. ID	Shipping Method	Ship Date	Due Date
	Airborne		1/1/12

Quantity	Item	Description	Unit Price	Amount
1.00		Labor backcharge	150,949.40	150,949.40
1.00		Equipment backcharge	89,319.30	89,319.30
		For labor & equipment used by Davis Contracting that was paid for by Byrd Brothers		
Subtotal				240,268.70
Sales Tax				
Total Invoice Amount				240,268.70
Payment/Credit Applied				
TOTAL				240,268.70

Check/Credit Memo No: